

EXHIBIT 5

CONFIDENTIAL

In accordance with a protective order, the enclosure(s) shall be treated as confidential and shall not be shown to any person other than those persons designated in paragraph 8.2 of the paragraph order.

Operating Circular

Federal Reserve Bank of Dallas

1 Account Relationship

PENGAD 800-631-6969

EXHIBIT

302

12/14/23

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ACCOUNT RELATIONSHIPS

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**Federal Reserve Bank
of Dallas**

**Operating Circular No. 1
January 2, 1998**

**Operating
Circular
1**

1.0 INTRODUCTION

1.1 SCOPE

This operating circular and appendices ("Circular") establish the terms for opening, maintaining, and terminating master accounts with the Federal Reserve Bank of Dallas ("we" or "us").

This circular amends and supersedes all prior operating circulars that address opening, maintaining, or terminating accounts with any Reserve Bank. Each Reserve Bank has issued an Operating Circular No. 1 identical to this one.

Your master account is subject to Federal Reserve policies, such as those on payments system risk, reserve balances, and clearing balances, as they may be revised from time to time. You also should be familiar with, among others, Reserve Bank Operating Circular No. 10, Lending, and any other Reserve Bank operating circulars for the specific services to which you subscribe.

We can provide copies of these operating circulars, and of Appendices 1-6 of this Circular, on request.

1.2 DEFINITIONS

- a) **Master Account** means the record of financial transactions that reflects the financial rights and obligations of an account holder and the Reserve Bank with respect to each other, and where opening, intraday, and closing balances are determined.
- b) **Subaccount** means an information record of a subset of certain transactions that affect the master account. A subaccount does not reflect balances but does contain totals of debit and credit activity.
- c) **Correspondent** means an institution that has authorized the Reserve Bank to make debits and credits to its master account on behalf of one or more other

(respondent) institutions. The term also includes an institution that maintains reserve balances in its master account on behalf of one or more other (respondent) institutions.

d) **Respondent** means an institution that settles the debits and credits for some or all of its non-Fedwire Reserve Bank transactions in the master account of another institution (correspondent). The term also includes a nonmember institution that maintains its required reserve balances in the master account of another institution (correspondent).

**2.0 ACCOUNT
RELATIONSHIPS**

2.1 MASTER ACCOUNT

Except as provided below, a separately-chartered institution may maintain a single master account with only one Reserve Bank. This account shall be with the Reserve Bank in whose District the institution is located (see Section 2.2), and this Reserve Bank is known as the "Administrative Reserve Bank." The master account may be used to maintain required reserve balances and other funds or securities balances. Debits and credits arising from transactions conducted by the institution on its own behalf and/or on behalf of others, with or through any Reserve Bank, regardless of location, are posted to the master account.

An institution may have only one master account, except that:

- it may retain, for a transitional period not to exceed 12 months, the master account of a nonsurviving institution with which it has merged or consolidated. The Administrative Reserve Bank may restrict the use of such an account as the Administrative Reserve Bank deems necessary or appropriate;

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- a U.S. branch or agency of a foreign bank, an Edge corporation, or an agreement corporation may maintain a single master account, or it may maintain a master account consolidated on a statewide basis for each state in which it has an office. See Section 204.3(i) of Regulation D; and

- we may, in our discretion, allow multiple master accounts in other situations.

If an institution is allowed to have multiple master accounts, any reference in this Circular to "master account" should be read as "master accounts."

2.2 ELIGIBLE ACCOUNT HOLDERS

You may apply to open a master account with us if you are located in our Federal Reserve District and you are:

- a member bank, as defined in Section 1 of the Federal Reserve Act, 12 U.S.C. § 221;
- a depository institution, as defined in Section 19(b)(1)(A) of the Federal Reserve Act, 12 U.S.C. § 461(b)(1)(A). (Section 19(b)(1)(A) generally defines "depository institution" to include commercial banks, mutual savings banks, federal savings banks, savings and loan associations, credit unions, and bankers' banks);
- a U.S. branch or agency of a foreign bank, as defined in Section 211.21(d) or (b) of Regulation K, 12 CFR § 211.21(d) or (b);
- an Edge or agreement corporation, as defined in Section 25A or 25 of the Federal Reserve Act, 12 U.S.C. §§ 611 *et seq.*, or §§ 601 *et seq.*; or
- any other entity authorized to apply to open a master account.

You are considered to be located in the Federal Reserve District specified in your charter or organizing certificate (or, if no such location is specified, in the District where your head office is located), unless you have been notified that the Federal Reserve Board has determined otherwise. See Section 204.3(b)(2)(ii) of Regulation D.

2.3 ESTABLISHING AN ACCOUNT

To establish a master account with us, you are expected to execute a Master Account Agreement (Appendix 1). By opening or maintaining a master account with us, you agree to be bound by all the provisions of this Circular and of all other Reserve Bank operating circulars that cover services that you obtain from any Reserve Bank, all as amended from time to time. All master accounts are subject to Reserve Bank approval.

A foreign banking institution must execute the Foreign Banking Institution Account Agreement and exhibits instead of the Master Account Agreement. The Foreign Banking Institution Account Agreement is distributed only on request.

2.4 SUBACCOUNTS

You may establish one or more subaccounts to accommodate your specific informational needs. To establish a subaccount, complete the Subaccount Designation (Appendix 2). If a new routing number (also known as an ABA number) is needed for a subaccount, refer to Section 2.7.

2.5 PASS-THROUGH RELATIONSHIPS

A pass-through relationship allows a non-member respondent to hold its required reserve balances with another institution (correspondent) that maintains a master account with a Reserve Bank.

Balances in the correspondent's master account are the property of the correspondent and are subject to its sole order.

To establish a pass-through relationship, both the correspondent and the respondent must complete the Pass-Through Agreement (Appendix 3). All pass-through agreements are subject to Reserve Bank approval. We may terminate any pass-through relationship in which the correspondent is deficient in its recordkeeping or other responsibilities. See Section 204.3(i) of Regulation D for pass-through rules.

For a respondent's options in accessing Reserve Bank services, see Section 3.

2.6 AUTHORIZED SIGNATURES

If you wish to draw checks against your master account (Fed funds checks), you must provide us a signature card (Appendix 4) with the signature of each individual who is authorized to sign such a check. We are under no obligation to honor a check if the check is not signed by an individual listed on the signature card or if the account does not contain sufficient actually and finally collected funds to cover the debit and any other debits you owe to us or to any other Reserve Bank. We may pay a check drawn on the master account and signed by any individual listed on the signature card, even if the check directs payment to the order of that person or to any other employee or agent of the account holder, and even if the proceeds may be used for the personal benefit of any such person. See also Section 3.

2.7 ACCOUNT NUMBERS

We use your nine-digit routing number (also known as an ABA number) to identify your master account and to settle transactions processed at any Reserve Bank. We also use routing numbers to identify respondents and subaccounts. Under special circumstances, we may issue a customer identification number if you cannot otherwise obtain a routing number.

2.8 TERMINATING AN ACCOUNT OR RELATIONSHIP

Any Master Account Agreement, Pass-Through Agreement, Transaction Settlement Authorization, or Service Fee Settlement

Authorization that you sign is binding on your successors and assigns, and will continue in effect until amended or terminated as indicated below. You may terminate a master account no earlier than five business days following our receipt of your written notice to us. The notice should indicate the closing date and provide instructions for the transfer of any remaining balance in the account. We may close your master account or terminate our approval of a pass-through relationship at any time but will endeavor to give at least five business days' prior notice. The termination of a pass-through relationship will normally be effective on the last day of a maintenance period.

A respondent may terminate a Pass-Through Agreement, a Transaction Settlement Authorization, or a Service Fee Settlement Authorization no earlier than five business days following our receipt of written notice.

We or a correspondent may terminate a Pass-Through Agreement, a Transaction Settlement Authorization, or a Service Fee Settlement Authorization no earlier than the business day following our receipt of written notice from the correspondent, or the correspondent's written notice from us, except as otherwise specifically provided as to Check and ACH services in our Circulars Nos. 3 and 4.

Termination does not affect liability arising from transactions received before or on the effective date of the termination.

3.0 SETTLEMENT

3.1 SETTLEMENT

Your master account may be used to settle debits and credits arising from transactions you conduct with or through any Reserve Bank (regardless of location). Alternatively, you and a correspondent can provide us with a completed Transaction Settlement Authorization (Appendix 5), instructing us to settle some or all of your transactions in

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the correspondent's master account. Exception: Fed funds checks and Fedwire funds and book-entry securities transfers must settle in your own master account. A separate Transaction Settlement Authorization is necessary for each correspondent/respondent relationship.¹ You remain responsible for settling for your transactions and associated fees if for any reason settlement through your correspondent fails.

The Transaction Settlement Authorization (Appendix 5) should be used to designate any subaccount or other transaction types that are not to follow the settlement path of the master account. Transactions recorded in a subaccount may not settle directly in a correspondent's master account.

We may debit a master account as provided by regulation, operating circular, agreement or applicable law.

If you are a respondent that maintains reserve balances with a correspondent in a pass-through relationship, but desire to settle directly for some or all Reserve Bank services, you may, with our approval, open your own master account with us for that purpose.

4.0 STATEMENTS AND REPORTS

4.1 STATEMENT OF ACCOUNT

We send a daily Statement of Account to each institution that maintains a master account with us. You, the account holder, are responsible for verifying the information on each daily statement and promptly notifying us of any error in the statement. If you fail to notify us of an error within 30

calendar days of the date of the entry, you are deemed to have approved the entry. We investigate any notice of error promptly and determine, in our discretion, whether an error actually occurred.

4.2 BILLING AND SETTLEMENT FOR SERVICE CHARGES

A monthly Statement of Service Charges is provided by the seventh business day after the end of each month. Service fees are computed on a calendar month basis, and are charged on the 15th day of the following month (or the next business day), appearing on the daily Statement of Account as FRB Service Charges. Charges can be debited to a correspondent's master account if authorized by a Service Fee Settlement Authorization (Appendix 6)¹. We reserve the right to accelerate the debiting of service charges.

You should notify us as soon as possible if you believe there is an error on your Statement of Service Charges. If you fail to do so within two calendar months of the day you receive the statement, you are deemed to have approved the service charge.

5.0 OVERDRAFTS

5.1 OVERDRAFT POLICY

An overdraft occurs when a master account has a negative balance at any time during the Reserve Bank's business day (daylight overdraft) or at the end of the Reserve Bank's business day (overnight overdraft). We expect you to have a non-negative balance in your master account at the end of each day, although we do allow daylight overdrafts under certain conditions.

1. You need not execute Appendix 5 or Appendix 6 if you have already provided us with a settlement designation, unless you wish to change that designation in some way. A designation executed prior to January 2, 1998, remains in effect until superseded, but is subject to the terms of this Circular beginning on that date.

**5.2 COLLECTION OF
OVERDRAFTS**

An overdraft is due and payable immediately, without the need for a demand from us, at the earliest of the following times:

- at the end of our funds transfer business day for purposes of Fedwire (Regulation J, 12 CFR Part 210, Subpart B);
- when we deem ourselves insecure and give you notice thereof; and
- at the time you suspend payments or are closed.

To secure any overdraft, as well as any other obligation due or to become due to us or to any other Reserve Bank, you grant us a security interest in all of your assets in the possession of any Reserve Bank. In addition, we may, at any time and without demand or notice, set off and apply any deposits or other indebtedness we or another Reserve Bank holds for, or owes to, you, against any of your obligations or liabilities, even if contingent or unmatured, to us or to any other Reserve Bank. This right of set-off is in addition to any other rights we may otherwise have.

6.0 OTHER**6.1 DUTY OF CARE**

Unless otherwise stated in this or another Reserve Bank operating circular, our liability to an institution is only for damages proximately suffered by the institution and caused by our failure to exercise ordinary care, and does not include lost profits, claims by third parties, or consequential or incidental damages, even if we have been informed of the possibility of such damages.

6.2 GOVERNING LAW

This Circular shall be construed in accordance with and governed by Federal Law, and the laws of the State in which our head office is located, to the extent such laws are not inconsistent with Federal law.

6.3 RIGHT TO AMEND

The Reserve Banks reserve the right to amend this Circular at any time without prior notice.

Appendix 1

Date: _____

To: Federal Reserve Bank of _____

_____ Office

Attention: _____ Department

MASTER ACCOUNT AGREEMENT

We, the institution named below, agree to all the provisions of Operating Circular No. 1, Account Relationships, of the Federal Reserve Bank named above, and of all operating circulars of each Reserve Bank from which we obtain services, as they may be amended from time to time. The transactions and fees for services obtained through this account will settle in this account unless otherwise requested on a Transaction Fee Settlement Authorization or a Service Fee Settlement Authorization.

This agreement shall become effective on the date indicated below.

For provisions governing termination of this agreement, see Section 2.8 of Circular No. 1.

| | |
|---|---|
| _____ Name of Institution | Questions regarding the Account may be directed to _____ |
| _____ Street Address | _____ Printed Name and Title |
| _____ City, State, Zip Code | _____ Telephone Number |
| _____ Official Signature Date | Alternate: _____ |
| _____ Printed Name and Title | _____ Printed Name and Title |
| _____ Routing (ABA) Number | _____ Telephone Number |

| | |
|------------------------|--|
| _____ Date Received | _____ Effective Date (to be filled in by the Federal Reserve Bank and a copy returned to the institution) |
| | _____ Federal Reserve Bank Signature |

Appendix 2

Date: _____

To: Federal Reserve Bank of _____

_____ Office

Attention: _____ Department

SUBACCOUNT DESIGNATION

We hereby designate the following routing (ABA) number(s) to be a subaccount(s) of our master account. (Attach additional sheets as needed.)

Name of Institution

Street Address

City, State, Zip Code

Routing (ABA) Number

Official Signature

Printed Name and Title

Telephone Number

Date

| Subaccount Routing Number | Subaccount Name | Subaccount Address | For Questions regarding Subaccount Activity: Printed Name, Title, and Telephone Number |
|------------------------------|-----------------------------------|--|---|
| 1. 9999-9999-9 | First Bank of America Illinois | 1234 Illinois Avenue Suite 1040 Chicago, Ill. 99999-9999 | David Smith, Vice President (312) 999-9999 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Effective Date
(to be filled in by the Federal Reserve Bank
and a copy returned to the institution)

Date Received

Federal Reserve Bank Signature

Appendix 3

Date: _____

To: Federal Reserve Bank of _____

_____ Office

Attention: _____ Department

PASS-THROUGH AGREEMENT

We, the institutions named below, agree to all the provisions of Operating Circular No. 1, Account Relationships, of the Federal Reserve Bank named above and of all operating circulars of each Reserve Bank from which we obtain services, as they may be amended from time to time.

This agreement shall become effective for the reserve maintenance period beginning on the date indicated below.

For provisions governing termination of this agreement, see Section 2.8 of Circular No. 1.

Respondent Agreement

We elect to maintain our required reserve balances on a pass-through basis with the correspondent named below.

Correspondent Agreement

We agree to serve as correspondent for the respondent named below. The required reserve balances for this respondent will be commingled in our master account at the Reserve Bank.

Respondent

Name of Institution

Street Address

City, State, Zip Code

Official Signature

Date

Printed Name and Title

Routing (ABA) Number

Correspondent

Name of Institution

Street Address

City, State, Zip Code

Official Signature

Date

Printed Name and Title

Routing (ABA) Number

Effective Date

(to be filled in by the Federal Reserve Bank
and a copy returned to the institution)

Date Received

Federal Reserve Bank Signature

Appendix 4

Date: _____
 To: Federal Reserve Bank of _____
 _____ Office
 Attention: _____ Department

OFFICIAL SIGNATURE CARD FOR FED FUNDS CHECKS

I hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of _____, Name of Institution
 at a meeting of the Board duly held on _____, at which a quorum was present and acting throughout, and that such Date
 resolution is in conformity with the provisions of the charter and by-laws of the institution and that this resolution has not been modified and remains in effect.

Resolved, that any of the _____ officers listed below is authorized to sign checks drawn on our master account
 Number of
 at the Federal Reserve Bank of _____ ("Fed funds checks").

In witness whereof I have hereunto subscribed my name.

Signature of Certifying Official*

Signature of Certifying Official*

Name and Title

Name and Title

Date

Date

* The certifying official must be the cashier, comptroller, secretary, or other officer of similar or higher rank. The official must have the authority to certify the statements in this document and may not be a person listed below. If the institution has a limited number of officers, then this latter requirement will be waived if two officials of the institution certify this document.

OFFICIAL SIGNATURES

Please type names in this space

Please sign in this space

| Will Sign | Title |
|-----------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

RULE OUT UNUSED SPACES

Name of Institution

Street Address

Routing (ABA) Number

City, State, Zip code

Effective Date
 (to be filled in by the Federal Reserve Bank
 and a copy returned to the institution)

Date Received

Federal Reserve Bank Signature

Appendix 5

Date: _____
 To: Federal Reserve Bank of _____
 _____ Office
 Attention: _____ Department

TRANSACTION SETTLEMENT AUTHORIZATION

We, the institutions named below, agree to all the provisions of Operating Circular No. 1, Account Relationships, of the Federal Reserve Bank named above and of all operating circulars of each Reserve Bank from which we obtain services, as they may be amended from time to time.

The Reserve Bank is authorized to make debits and credits to the correspondent named below to settle transactions for the respondent named below for the following service categories. Transactions related to Fedwire funds and securities transfers and Fed funds checks cannot settle with a correspondent.

A separate Transaction Settlement Authorization is required for each correspondent/respondent settlement arrangement. Note: The service code is the first two digits of the IAS transaction code.

- | | | |
|--|---|---|
| 1. <input type="checkbox"/> ACH Service Code 57 | 5. <input type="checkbox"/> Forward Check Collection (other than Fed Funds Checks) Service Code 15 | 9. <input type="checkbox"/> Return Checks Service Code 30 |
| 2. <input type="checkbox"/> Capital Service Code 66 | 6. <input type="checkbox"/> Loans Service Code 82 | 10. <input type="checkbox"/> Savings Bonds Service Code 70 |
| 3. <input type="checkbox"/> Definitive Securities Collection Service Code 40 <input type="checkbox"/> a. Definitive Safekeeping <input type="checkbox"/> b. Municipal Coupon and Bond | 7. <input type="checkbox"/> Net Settlement Service Code 11 | 11. <input type="checkbox"/> Treasury or Government Agency Services Service Code 08 <input type="checkbox"/> a. Food Coupons <input type="checkbox"/> b. Treasury Tax & Loan <input type="checkbox"/> c. EFTPS (non-TT&L customers) |
| 4. <input type="checkbox"/> Currency and Coin Service Code 63 | 8. <input type="checkbox"/> Redemption or Interest on Govt. or Agency Securities (other than Securities Transfers) Service Codes 20 and 27 | 12. <input type="checkbox"/> Account Charges (other than service fees) Service Code 84 |

Additional settlement requirements or restrictions for this correspondent/respondent relationship are identified, as follows:

The settlement for service fees will (select one):

- ☐ Follow the transaction settlement shown above. (This is the method preferred by the Reserve Bank.) We, the correspondent named below, authorize the use of our earnings credits to offset the service charges selected for the respondent named below. ☐ Yes ☐ No
 Note: Service charges that settle with the correspondent will not be offset by the respondent's earnings credits.
- ☐ Follow the existing service fee settlement authorization (make no changes).
- ☐ Follow new settlement instructions. A new Service Fee Settlement Authorization must be attached.

This agreement supersedes authorizations previously executed by the named respondent for each service category selected above and is to become effective on _____ (date). Note: This notice must be received by the Reserve Bank at least five banking days prior to the requested date.

For provisions governing the termination of this authorization, see Section 2.8 of Circular No. 1.

Respondent

Name of Institution _____
 Street Address _____
 City, State, Zip Code _____
 Official Signature _____ Date _____
 Printed Name and Title _____
 Routing (ABA) Number _____

Correspondent

Name of Institution _____
 Street Address _____
 City, State, Zip Code _____
 Official Signature _____ Date _____
 Printed Name and Title _____
 Routing (ABA) Number _____

Date Received _____

Federal Reserve Bank Signature _____

Appendix 6

Date: _____
 To: Federal Reserve Bank of _____
 _____ Office
 Attention: _____ Department

SERVICE FEE SETTLEMENT AUTHORIZATION

We, the institutions named below, agree to all the provisions of Operating Circular No. 1, Account Relationships, of the Federal Reserve Bank named above and of all operating circulars of each Reserve Bank from which we obtain services, as they may be amended from time to time.

The Reserve Bank is authorized to make debits and credits to the correspondent named below to settle service charges for the respondent named below for the following services:

- | | | |
|---|---|--|
| 1. <input type="checkbox"/> ALL SERVICES | 7. <input type="checkbox"/> Forward Check Collection | 13. <input type="checkbox"/> Municipal Coupon and Bond |
| 2. <input type="checkbox"/> Accounting Information Services | 8. <input type="checkbox"/> Currency and Coin | 14. <input type="checkbox"/> Payor Bank Services |
| 3. <input type="checkbox"/> ACH | 9. <input type="checkbox"/> Electronic Access | 15. <input type="checkbox"/> Purchase & Sales |
| 4. <input type="checkbox"/> Book-Entry Securities | 10. <input type="checkbox"/> Electronic Enhanced Checks | 16. <input type="checkbox"/> Return Checks |
| 5. <input type="checkbox"/> Check Float | 11. <input type="checkbox"/> Funds Transfer | 17. <input type="checkbox"/> Other Services _____ |
| 6. <input type="checkbox"/> Check Transportation | 12. <input type="checkbox"/> Net Settlement | |

We, the correspondent named below, authorize the use of our earnings credits to offset the service charges selected for the respondent named below. Note: Service charges that settle with the correspondent will not be offset by the respondent's earnings credits.

☐ Yes ☐ No

The service charges selected above will follow the settlement of the correspondent named below, unless otherwise stated here:

This agreement supersedes authorizations previously executed by the named respondent for each service category selected above and is to become effective with the service fees for _____ (month and year). This notice must be received by the Reserve Bank by the last business day of that month.

For provisions governing termination of this authorization, see Section 2.8 of Circular No. 1.

Respondent

 Name of Institution

 Street Address

 City, State, Zip Code

 Official Signature _____ Date _____

 Printed Name and Title

 Routing (ABA) Number

Correspondent

 Name of Institution

 Street Address

 City, State, Zip Code

 Official Signature _____ Date _____

 Printed Name and Title

 Routing (ABA) Number

 Date Received

 Federal Reserve Bank Signature